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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/782,707	02/12/2001	Robin Ross Cooper	VMATRIX.002A	1841
7590	07/03/2006		EXAMINER	
Richard Campbell Procopio Cory Hargreaves & Savitch LLP 530 B Street Suite 2100 San Diego, CA 92101			BACKER, FIRMIN	
			ART UNIT	PAPER NUMBER
			3621	

DATE MAILED: 07/03/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	09/782,707	COOPER ET AL.	
	<b>Examiner</b>	<b>Art Unit</b>	
	FIRMN BACKER	3621	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) Responsive to communication(s) filed on 09 November 2005.
- 2a) This action is FINAL.                            2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) Claim(s) \_\_\_\_\_ is/are allowed.
- 6) Claim(s) 1-20 is/are rejected.
- 7) Claim(s) \_\_\_\_\_ is/are objected to.
- 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) All    b) Some \* c) None of:
  1. Certified copies of the priority documents have been received.
  2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- 1) Notice of References Cited (PTO-892)
- 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_.
- 4) Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.
- 5) Notice of Informal Patent Application (PTO-152)
- 6) Other: \_\_\_\_\_.

## **DETAILED ACTION**

### ***Response to Arguments***

1. Applicant's arguments with respect to claims 1-20 have been considered but are moot in view of the new ground(s) of rejection.

### ***Claim Rejections - 35 USC § 103***

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al (U.S. Patent No 5,862,223) in view of Baum-Waidner (U.S. PG Pub No. 2002/0046335)

4. As per claims 1 and 18, Walker et al teach a method for providing a secure communication network (*public switched telephone network, 110*) to provide video consultations (*video conference*) between a client (*user 500*) and a consultant (*experts 400*) (*see figs 1, 29, column 26 lines 40-47*) comprising electronically verifying the identity of a client (*authenticate user*) (*see fig 6, 7, 8, and 9, column 27 lines 4-44*) receiving a electronic message from the client via said communication network indicating consent to said agreement (*see column 37 lines 6-col. 39 lines 35*) providing to the client via said communication network a list of consultants (*list of qualified expert*) from a consultant database module and allowing the client to search the list for

a consultant on accordance to with the client's requirement (*see column 36 lines 58-column 37 line 18*) receiving a message from the client via said communication network indicating a selection of a consultant from the list of the consultants, receiving a message from the selected consultant consenting to see the client, providing to the client and the selected consultant a real time secure consultation environment within which a conference session occurs and calculating a fee due for the conference session (*see column 14 lines 50- column 15 lines 65, 27 lines 4-col. 28 line 37*). Walker et al fail to teach a system providing to the client a user agreement which limits the liability of the service provider through the communication network However, Baum-Waidner teaches a system providing to the client a user agreement which limits the liability of the service provider through the communication network (*see paragraphs 0005, 0007, 0017*). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Walker et al's system to include Baum-Waidner's system providing to the client a user agreement which limits the liability of the service provider through the communication network because this have provided a system included user selected commitment conditions to restrict the validity of the commitment thereby also allowed agreement between user and the provider to regulate the user's binding to his digital signature and to issued commitment certificates, even in case that the user later claims that its key was compromised. This would allow, for example, all members of a transaction to be confident that if a repudiation occurs, liability (an example for a type of commitment) is at least that which was confirmed by the authority and cannot exceed a user specified limit.

5. As per claims 2, Walker et al teach a method further comprising issuing a digital certificate to the client after the client has logged on to the communication network (*see fig 4 and 5 and their accompanied text*).

6. As per claims 3, Walker et al teach a method further comprising authenticating the digital certificate of the client before allowing access to the consulting environment (*see column 26 lines 58-27 lines 57*).

7. As per claims 4, Walker et al teach a method further comprising establishing a payment method with the client (*see column 14 lines 50- column 15 lines 65, 27 lines 4-col. 28 line 37*).

8. As per claims 5, Walker et al teach a method further comprising electronically verifying the identity of a client comprises authenticating a digital certificate (*see column 31 lines 1-33 line 20*).

9. As per claims 6, Walker et al teach a method wherein the real time secure video consultation environment is further provided to a third party (*see fig 17, column 26 lines 58-27 lines 57*).

10. As per claims 7, Walker et al teach a system for providing a secure communication network to facilitate consultations between a client and a consultant comprising a certificate module configured to provide a digital certificate having a public key and a private key to a

client (*see column 31 lines 1-33 line 20*) and interface module configured to electronically verify the identity of the client (*see fig 6, 7, 8, and 9, column 27 lines 4-44*) a consultant database module configured to electronically provide a list of consultants to the client, from which the client selects a consultant of choice (*see column 36 lines 58-column 37 line 18*) and a consultation module configured to provide a secure communication environment within which the consultant of choice and the client confer (*see figs 1, 29, column 26 lines 40-47*) a payment module configured to calculate a fee for services rendered to the client via the consultation module (*see column 14 lines 50- column 15 lines 65, 27 lines 4-col. 28 line 37*). Walker et al fail to teach a liability limitation module configured to electronically provide a user agreement client which waive the client right to bring any action against the system operator to the client and record acceptance of the agreement by the client. However, Baum-Waidner teaches a liability limitation module configured to electronically provide a user agreement client which waive the client right to bring any action against the system operator to the client and record acceptance of the agreement by the client (*see paragraphs 0005, 0007, 0017*). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Walker et al's system to include Baum-Waidner's a liability limitation module configured to electronically provide a user agreement client which waive the client right to bring any action against the system operator to the client and record acceptance of the agreement by the client because this have provided a system included user selected commitment conditions to restrict the validity of the commitment thereby also allowed agreement between user and the provider to regulate the user's binding to his digital signature and to issued commitment certificates, even in case that the user later claims that its key was compromised. This would allow, for example, all members of a

transaction to be confident that if a repudiation occurs, liability (an example for a type of commitment) is at least that which was confirmed by the authority and cannot exceed a user specified limit.

11. As per claims 8, Walker et al teach a system wherein said certificate module issues a digital certificate to the client after the client has logged on to the secure communication network (*see fig 4 and 5 and their accompanied text*).

12. As per claims 9, Walker et al teach a system further comprising a source module configured to supply code to support the consultation module (*see column 26 lines 58-27 lines 57*).

13. As per claims 10, Walker et al teach a system further comprising an archive module configured to archive the conference between the client and the consultant (*see fig 17, column 26 lines 58-27 lines 57*).

14. As per claims 11, Walker et al teach a system further comprising an electronic white board module configured to provide communication between the client and the consultant (*see figs 1, 29, column 26 lines 40-47*).

15. As per claims 12, Walker et al teach a system further comprising an electronic note module configured to provide notes between the client and the consultant (*see figs 1, 29, column 26 lines 40-47*).

16. As per claims 13, Walker et al teach a system further comprising an internal communication module configured to provide internal communications between parties (*see figs 1, 29, column 26 lines 40-47*).

17. As per claims 14-16, Walker et al teach a system further comprising a secretarial module configured to provide secretarial services an electronic mail module configured to provide electronic mail services, a language translation module configured to provide language translation services (*see fig 17, column 26 lines 58-27 lines 57*).

18. As per claims 17, Walker et al teach a system further comprising a web-enabled device selected from the group consisting of an individual computer, a mobile computer, a personal digital assistant, a hand-held computer, a web-enabled television, a web-enabled interactive kiosks, a web-enabled wireless communications device, a mobile web browsers, or a combination thereof (*see figs 1, 29, column 26 lines 40-47*).

19. As per claims 19, Walker et al teach a system wherein the consultant database module is further configure to schedule a time for the client and the consultant to enter the consultant environment (*see column 7 lines 6-29*).

20. As per claims 20, Walker et al teach a system comprising a scheduling mechanism configured to display to the client various time slots that are currently available for the consultant of choice allow the client to select an available time slot, inform the consultant of choice that the client has selected a specific time slot, make the time slot that was selected unavailable to future clients (*see column 7 lines 6-29*).

***Conclusion***

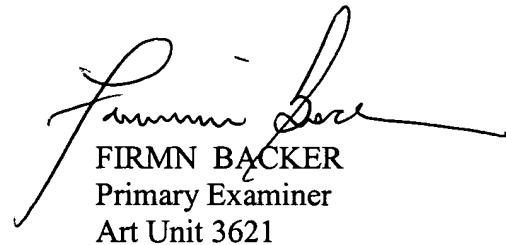
Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to FIRMN BACKER whose telephone number is 571-272-6703. The examiner can normally be reached on Monday - Thursday 9:00 AM - 5:00 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Trammell can be reached on (571) 272-6712. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).



FIRMN BACKER  
Primary Examiner  
Art Unit 3621

June 25, 2006